

CONTRACT

BETWEEN

GOODRICH AREA SCHOOLS

AND

**GOODRICH
CUSTODIAL/MAINTENANCE/
PARAPROFESSIONAL/
TRANSPORTATION (CMPT), MEA/NEA**

JULY 1, 2016 – JUNE 30, 2018

TABLE OF CONTENTS

AGREEMENT.....	3
PURPOSE AND INTENT.....	3
ARTICLE I: RECOGNITION.....	4
ARTICLE II: VOLUNTARY MEMBERSHIP.....	5
ARTICLE III: UNION RIGHTS AND RESPONSIBILITIES.....	5
ARTICLE IV: BOARD RIGHTS AND RESPONSIBILITIES.....	6
ARTICLE V: SPECIAL CONFERENCES.....	7
ARTICLE VI: GRIEVANCE PROCEDURE.....	7
ARTICLE VII: DISCIPLINE AND DISCHARGE.....	10
ARTICLE VIII: EVALUATION.....	11
ARTICLE IX: SENIORITY.....	12
ARTICLE X: LAYOFF AND RECALL.....	13
ARTICLE XI: JOB POSTINGS AND WORK ASSIGNMENTS.....	14
ARTICLE XII: TRANSFERS.....	16
ARTICLE XIII: HOURS AND PAY RATES.....	16
ARTICLE XIV: LEAVES.....	18
ARTICLE XV: WORKER’S COMPENSATION.....	20
ARTICLE XVI: HOLIDAYS.....	20
ARTICLE XVII: VACATION ELIGIBILITY AND PERIOD.....	21
ARTICLE XVIII: INSURANCE BENEFITS.....	22
ARTICLE XXI: SCHOOL CLOSINGS.....	24
ARTICLE XX: CONTRACTING AND SUBCONTRACTING OF WORK: CONSOLIDATION OR ELIMINATION OF JOBS.....	24

ARTICLE XXI: MISCELLANEOUS.....24

ARTICLE XXII: CLASSIFICATIONS, WAGE INCREASES, AND LONGEVITY.....26

ARTICLE XXIII: WORK ASSIGNMENTS (CMT).....27

ARTICLE XXIV: HOURS AND PAY RATES (CMT).....29

ARTICLE XXV: LEAVES (CMT).....30

ARTICLE XXVI: HOLIDAYS (CMT).....31

ARTICLE XXVII: INSURANCE (CMT).....31

ARTICLE XXVIII: CLOTHING AND TOOL ALLOWANCES.....32

ARTICLE XXIX: TRANSPORTATION.....32

ARTICLE XXX: SCHOOL CLOSINGS (CMT).....34

ARTICLE XXXI: LONGEVITY (CMT).....35

ARTICLE XXXII: TERMINATION AND MODIFICATION.....36

APPENDIX A: PAY RATES37

- Playground Paraprofessionals
- Custodial, Maintenance & Mechanic
- Instructional Paraprofessional
- Instructional Paraprofessional High School Guidance Office
- Bus Drivers

AGREEMENT

This Agreement is entered into on this **25th day of July 2016** between the Board of Education of Goodrich Area Schools, Goodrich Michigan hereinafter referred to as the “Board” or “Employer” and the Goodrich Custodial/Maintenance/Paraprofessional/Transportation Association (CMPT), MEA/NEA hereinafter referred to as the “Union.”

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Goodrich Custodial/Maintenance/Paraprofessional/Transportation Association (CMPT), MEA/NEA as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regular full-time and regular part-time school bus drivers, custodians, maintenance mechanics, and all paraprofessionals including Media Center, Title I, Lunchroom, Playground, Special Education, Attendance, and Counseling Office.

For the purposes of this Agreement, the following definitions shall apply:

Custodian/Maintenance/Mechanics	Full Time = 30 or more hours
Drivers	Full Time = 2 or more runs
Paraprofessionals	Full Time = 30 or more hours

Employees working less than the amounts listed above will be considered part-time. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

**ARTICLE II.
VOLUNTARY MEMBERSHIP**

- A. Membership in the Union is not compulsory. Bargaining unit employees have the right to join, not join, pay dues or not pay dues, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.
- B. Upon appropriate written authorization from the unit employee, the Board shall deduct from the pay of such unit employee appropriate remittance for annuities, credit union, United Fund or any other plans or programs jointly approved by the Association and the Board.

**ARTICLE III.
UNION RIGHTS AND RESPONSIBILITIES**

- A. The Union will notify the Employer of the names of the representatives in September of each year.
 - 1. The above named persons may investigate grievances during their working hours without loss of time or pay with the permission of the supervisor. Permission will be granted as long as the absence from work does not disrupt the operation of the school system.
 - 2. The President and classification (association) representatives shall be allowed the necessary time off during working hours without loss of time or pay to present grievances to the Employer in accordance with the grievance procedure. Times for such meetings shall be mutually agreed to and release time shall be granted to affected committee members.
- B. Bargaining Team
 - 1. Employees covered by this Agreement will be represented in negotiations by The President and other team members chosen by the Union.
 - 2. Bargaining times shall be mutually agreed to and release time shall be granted to affect bargaining unit members if negotiations are scheduled during work hours.

The Employer will provide bulletin boards in each building which may be used only by the Union for posting notices pertaining to Union business.

**ARTICLE IV.
BOARD RIGHTS AND RESPONSIBILITIES**

- A. The Association recognizes that the Board has the responsibility and the authority to manage and direct, on behalf of the public, all operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised in conformity with the provisions of this contract. Nothing contained herein shall be considered to deny or restrict the Board's rights, responsibilities, or authority under the Michigan General School Laws or any other applicable laws as they pertain to education.
- B. The Board shall discharge its responsibility and authority without regard to race, creed, religion, national origin, age, gender, marital status, or physical handicap of its employees and in its employment practices.

Such rights and responsibilities shall include but not be limited the right to:

- 1. Direct the work force and affairs of the entire school district within the boundaries of the school district of Goodrich and to manage and control its business, equipment, and area schools.
 - 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
 - 3. Establish and/or eliminate positions, hire, evaluate, promote, suspend, discharge employees transfer employees, assign work duties to employees, determine the size of the workforce, and lay off employees.
 - 4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operations, the means, methods, and processes of carrying on the work, including automation or subcontracting.
 - 5. Determine at Board expense the mental and/or physical capabilities of an employee to perform the essential functions of his/her assignment.
- C. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by this contract or as limited by the Constitution and laws of the State of Michigan and of the United States.
 - D. One copy of Board Policy shall be made available to the Association President. Changes of said policy will be sent to the President within fifteen (15) days of adoption.
 - E. The Board shall provide copies of this Agreement to all current employees and to those hired into the Unit.

**ARTICLE V.
SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the President and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance. An agenda of the matters to be taken up and the persons who are expected to attend shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by the MEA Representative.

**ARTICLE VI.
GRIEVANCE PROCEDURE**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment.

- A. Definition - A grievance shall mean a complaint by an employee, or employees (group) in the bargaining unit, or by the Union, that there has been a violation, misinterpretation or misapplication of provisions of this Agreement or Board Policy. All grievances must be initiated by or on behalf of an individual employee or identified group of employees.
- B. Purpose - The primary purpose of this procedure is to secure, at the lowest level possible, solutions to the grievance as filed. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Administration.
- C. Procedure
 - 1. It is the desire of the parties that efforts be made to resolve the problem through direct verbal communication between those involved before entering into the following prescribed procedure. The presence of a Union representative may be requested.
 - 2. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended or reduced by mutual written consent.
 - 3. If the grievance is filed on or after June 1, the time limits may be reduced by mutual written consent in order to resolve the grievance prior to the end of the school year.
 - 4. The Board hereby designates the Superintendent as its representative when the grievance involves more than one school building.

D. Grievance Steps

1. Step One - The Employee with an alleged grievance and the representative will meet with the immediate supervisor within ten (10) working days of the occurrence or from the date that the employee reasonably should have had knowledge of the occurrence giving rise to his/her grievance to resolve the issue. If the matter is thereby not resolved, it will be submitted in written form by the representative to the immediate supervisor within twenty (20) working days of the alleged violation. Upon receipt of the grievance the supervisor shall sign and date the Union's copy of the grievance. The immediate supervisor shall give his/her answer to the representative in writing within five (5) working days of receipt of the grievance.
2. Step Two - If a disposition is not rendered within the above time limits, or is not satisfactory to the aggrieved person, the grievance may be processed to Step Two within five (5) working days. The Superintendent shall meet with the aggrieved person and representative within five (5) working days following the filing at this level. The disposition by the Superintendent shall be rendered to the aggrieved person and the Union within five (5) working days following the meeting.
3. Step Three - If a disposition is not rendered within the above time limits, or is not satisfactory to the aggrieved person, the grievance may be processed, within five (5) working days to the Board of Education. The Board or a committee of the Board shall meet with the aggrieved person, and the Union representative(s) to discuss the grievance. The Board shall render its decision within ten (10) working days following the Step Three meeting.
4. Step Four - In the event the Union is not satisfied with the decision or if no decision is rendered at Step Three, the Union may notify the Board within twenty (20) working days of intent to arbitrate under the rules of the American Arbitration Association. The decision of the arbitrator shall be binding on both parties. Employees who are parties to an arbitration hearing shall suffer no loss of pay or fringe benefits by virtue of their appearance at such a hearing.

E. Limitations of Arbitration - The arbitrator shall have no power to add to or subtract from, disregard, alter, or modify any terms of this Agreement.

F. Miscellaneous

1. A grievance may be withdrawn at any time. If the grievance is reinstated, the financial liability deemed to be owed shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be combined with the mutual consent of the parties involved.
2. No reprisals of any kind shall be taken by or against any party or any participant in the grievance procedure by reason of such participation.

3. Access shall be made available to all parties to places and records for all information necessary to the determination and processing of the grievance.
4. Arbitration costs shall be borne equally by the Board and the Union. Each party will bear the cost for any outside witness it calls.
5. Any grievance not answered within the time limits by either party shall advance to the next step of the grievance procedure.
6. No claim for back wages shall exceed the amount of wages an employee would otherwise have earned.
7. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
8. Only one (1) grievance may be submitted to an Arbitrator selected, unless by written mutual agreement of the parties. This paragraph does not prohibit the Arbitrator from ruling on the arbitrability of an issue and then the issue.
9. If a scheduled arbitration case is postponed on less than one (1) week notice to the other party, the party requesting the postponement will pay any and all Arbitrator charges caused by the postponement.
10. The Union shall give the Superintendent five (5) working days advance notice of employees it needs to be excused from work to attend the arbitration hearing.
11. The Union or Employer shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
12. The Arbitrator may not grant a grievance, which, in effect, grants the Union or employer that which either attempted to bargain into the Agreement but failed to do so.
13. The time limits provided in this Article shall be strictly observed, but may be extended by written mutual agreement of both parties.
14. The Arbitrator shall render his/her decision in writing not later than thirty (30) working days from the conclusion of the arbitration hearing.
15. The Arbitrator shall have no power to establish wage rates or to change any rate.
16. The Arbitrator shall have no power to rule on the termination of service or failure to re-employ any probationary employee except to proper payment of wages and fringe benefits.

**ARTICLE VII.
DISCIPLINE AND DISCHARGE**

- A. The discipline, suspension or discharge of any probationary employee except for Union activity shall not be covered by this article and shall not be subject to a grievance.
- B. Seniority employees shall be disciplined, suspended, or discharged for just cause only.
- C. Discipline shall be progressive except in the case of serious misconduct.
- D. The Board may discipline employees for failure to follow reasonable rules and regulations. The Board shall apply all reasonable rules, orders, and penalties evenhandedly, without discrimination.
- E. Reprimands will be retained in the personnel file for a period of **forty-eight (48)** months provided there is no reoccurrence, unless otherwise required by law. **An action plan for improvement related to the area of concern may accompany discipline when appropriate to support the employee's professional growth.**
- F. If discipline is warranted, the Board shall issue such discipline within fifteen (15) working days of the alleged incident or upon becoming aware of the alleged incident. If there are extenuating circumstances, additional time may be granted by mutual agreement from the Superintendent and CMPT President; agreement shall not be unreasonably withheld.
- G. When imposing any discipline on a current charge, the Board shall not take into account any prior similar infractions which occurred more than **four (4)** years previously, unless it was subject to MCL 380.1230b.
- H. The Board agrees, promptly upon the discharge or suspension of an employee to notify in writing the employee and his/her President of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- I. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her representative and the Board will make available a meeting room where he/she may do so before he/she is required to leave the property of the Board unless circumstances dictate immediate departure, the Board or its designated representative will discuss the discharge or suspension with the employee and the Union representative before the employee is required to leave the premises, except in cases where immediate departure is deemed warranted.
- J. Should the discharged or suspended employee and/or the Union consider the discharge or suspension to be improper, it shall be processed through the grievance procedure. The parties may mutually agree to move directly to expedited arbitration.
- K. The Board shall not refuse any employee(s') Union representation at any meeting to which the employee has requested such an appearance. Such meeting(s) shall be scheduled when the representative is available, provided the time frame requested is

reasonable. In no case shall that time frame extend beyond two (2) working days. This shall apply to meetings which may result in discipline.

- L. All warnings and reprimands placed in an employee's work record shall also have copies forwarded to the employee and the Union. The employee will be required to sign the notice which will verify that he/she has received such notice, but in no way will be construed by anyone that he/she is agreeing to the discipline.

ARTICLE VIII. EVALUATION

- A. The work performance of all employees shall be evaluated for the purpose of improvement *on an annual basis*.
- B. Evaluations shall be conducted by the immediate supervisor or a person designated by the Superintendent who is knowledgeable about the position and the employee's performance. The person performing the evaluation shall not be a member for the bargaining unit, nor the teacher whom the employee works in conjunction with performing his/her duties, however, the teachers' input will be considered.
- C. The employee shall be notified at the beginning of the year in which they are going to be evaluated.
- D. The evaluation shall be completed by November 1, but no later than ~~December 15~~ **March 15** of a given year. If the evaluation is not completed by this time, the employee shall be deemed to have a satisfactory evaluation. If a bargaining unit member changes buildings within the course of the school year, an evaluation shall be done no later than 30 days after said move. If the evaluation is not completed by this time, the employee shall be deemed to have had a satisfactory evaluation.
- E. An overall satisfactory evaluation shall be based upon an average of all categories listed on the Evaluation Tool.
- F. Within ten (10) school days of an evaluation, a conference shall be held with the employee to review the evaluation and a copy of the evaluation shall be provided to the employee. Each employee shall sign the evaluation, which only indicates the employee received it. If the employee disagrees with the evaluation, the employee may submit objections in writing, which will be attached to the evaluation and placed in the employee's personnel file.
- G. If the evaluator believes the employee is deficient in any area of his/her job performance, the reasons shall be set forth in writing and discussed with the employee within ten (10) school days. Specific ways to improve and assistance shall be provided to the employee by the immediate supervisor in order to improve the employee's overall performance.

- H. The employee shall be given sixty (60) calendar days to improve his/her performance. If a plan of improvement is needed, the employee and the Association shall be involved in the development and implementation. Upon completion of the sixty (60) calendar days a follow-up review shall be held to determine the employee's status.

If the employee is deemed satisfactory, the Plan of Improvement will be considered completed and not used for any future evaluations.

If the above process is not followed, the final evaluation shall be subject to the grievance process contained in Article VI.

ARTICLE IX. SENIORITY

Probationary Employees (all classifications)

- A. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first day worked. Any ties in seniority will be determined by lottery to which all affected employees will be invited. To obtain seniority in any classification, an employee must actually work in that classification a minimum of ninety (90) working days during the school year. Employees who apply and are assigned to a new classification shall serve a ninety (90) day trial period. Those employees serving a trial period who have already obtained seniority in another classification may voluntarily return or be returned to that classification within ninety (90) days by the employer. The removal of a probationary employee or an employee serving a trial period in another classification is not grievable.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.
- C. **The CMPT President will receive notification of vacancies filled, which will include employee name, classification, position, step, and wage.**

Seniority List

- A. Employees shall have district wide seniority, which is their date of hire into the district. Employees will also have classification seniority, which may be used during layoff and recall.
- B. Seniority shall be listed in the current classification, as well as any seniority the employee may have earned in other Union classification according to the employee's last date of hire.

- C. The seniority list will show the date of hire, date of transfer into the current classification if applicable, and the names and classification of all employees of the unit entitled to seniority. Any employee who is transferred to another classification within the unit will have his/her seniority frozen within the previous classification.
- D. The Employer will keep the seniority list up-to-date at all times and will provide the President and MEA representative with up-to-date copies once each year by December 1, or upon written request of the President.
- E. Challenges or corrections to the seniority list must be brought to the attention of the President and supervisor by December 15 or within 15 days after the most recent publication. The District is entitled to rely on the accuracy of the list for grievance purposes. Following this period, corrections can be made for accuracy purposes only. (This could be for clerical or name change accuracy after the date as an example)

Loss of Seniority

An employee shall lose his/her seniority for the following reasons only:

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. Returning from sick leave and leaves of absence will be treated the same as (C) above.

**ARTICLE X.
LAYOFF AND RECALL**

(Language from Attachment a) Probationary Employees (all classifications)

- A. The word "layoff" means a reduction in the work force.
- B. In the event it becomes necessary for a layoff, the Employer shall meet with the Union representatives at least three (3) weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.

C. If it becomes necessary to layoff either twelve (12) month employees or school year employees during the time they normally would be working, the following procedures will be mandatory:

1. Probationary and temporary employees in the classification will be laid off first.
2. Seniority employees will be laid off in inverse order of seniority by classification, provided the retained employee is capable and qualified.
3. When a senior instructional paraprofessional employee is scheduled for layoff, the employee shall have the right to bump a lower seniority employee in the same classification or another classification for which they have earned seniority, provided the retained employee is capable and qualified.

When an Aide (Lunchroom/Playground) employee is scheduled for layoff, the employee shall have the right to bump a lower seniority employee in the same classification or another classification for which they have earned seniority, provided the retained employee is capable and qualified.

4. When a seniority employee (Bus Driver, Custodian Maintenance, Mechanic (Assistant) who is scheduled to be laid off shall have the right to displace a lower seniority employee in any classification provided the employee scheduled to be laid off has earned seniority in that classification and is qualified to hold the position. The bumping employee must have more seniority in the classification than the employee being bumped.
5. Seniority is defined as set forth in Article IX, Section A.
6. A one-on-one paraprofessional is defined as a paraprofessional who is assigned to the same special needs student all day, every day, per IEP. A one-on-one paraprofessional may bump a less senior paraprofessional **who has a similar number of hours, but not more hours. However, a laid off one-on-one paraprofessional may not bump another** (a one-on-one), during the school year.
7. **Should a member happen to lose this position during the school year, every reasonable effort will be made to utilize this person as a substitute during the school year. The member shall not lose any recall rights should positions be reinstated during the school year.**
8. The employee may remain on the layoff list for a maximum of a two year continuous period or the length of their seniority, whichever is less, during which time his/her seniority shall be frozen.
9. Employees to be laid off will receive at least fourteen (14) days' advance notice of the layoff except for emergencies or unforeseen circumstances at which time the District will notify employees immediately.

10. Employees subject to layoff may choose to retain or be paid for appropriate vacation time.
 11. If an employee voluntarily leaves his/her classification he/she cannot later bump back into that classification.
 12. An eight (8) hour paraprofessional does not have to accept a six (6) hour position, but may bump the least senior eight (8) hour person in the classification.
 13. During a layoff mode, an employee may opt for a voluntary layoff in order to keep a lower senior person in a position, provided that the less senior person is capable of doing the work per the most recent job posting.
- D. The Employer shall not reduce the normal work week in lieu of making layoffs.

When the working force is increased after a layoff, employees will be recalled according to seniority within their classification, with the most senior employees on layoff being recalled first. **Notice of recall will be made first by phone call to the employee by the Superintendent or his/her designee, and then in writing sent to the employee at his/her last known address by registered or certified mail. Acceptance or refusal of offer for the position offered must be returned in writing within ten (10) calendar days of postmarked offer. Failure to return offer in writing within ten (10) calendar days shall be considered a resignation. Bargaining unit employees who anticipate being unavailable for a period of time may leave written notice with the District, prior to departure, indicating their intent to accept a recall notice if so offered.**

- E. Any school year bargaining unit employee who collects unemployment compensation during the summer months (MESC's "summer denial period") and who is recalled before the start of his/her normal year to a position with the same or more hours of work, is obligated to reimburse the district the amount of unemployment compensation collected during the summer months notwithstanding the above. The District is authorized to obtain repayment through a payroll deduction of the appropriate amount in equal payments over the entire year and consistent with the FLSA and Michigan Wage and Hour Act.

ARTICLE XI. JOB POSTINGS AND WORK ASSIGNMENTS

- A. All vacancies and/or newly created positions within the bargaining unit shall be filled within the classification on the basis of seniority and qualifications. As a condition of employment, paraprofessionals working in positions that require specific training and/or certification, such as "No Child Left Behind (NCLB)" must meet these requirements by the dates specified by law or their position with the district will be terminated. They may, at the time, apply for a vacant position should one exist, with no rights to employment guaranteed or implied.

- B. All vacancies and newly-created positions within the bargaining unit shall be posted in a conspicuous place in each building in the district for a minimum of five (5) calendar days. A copy of the posting shall be provided to the President and Association Representatives. Employees desiring to have the position shall make an application in writing to the Employer. The most senior employee within the classification shall be granted the vacancy or newly-created position if capable and qualified.
- C. **All paraprofessionals shall receive two full days (6 hours per day) of professional development, as well as one paid building staff meeting (one hour per month). Bargaining members shall be provided 30 days' notice for any professional development they are required to attend.**

**ARTICLE XII.
TRANSFERS**

- A. The Employer may involuntarily transfer only upon providing written notice fourteen (14) days prior to the transfer, except in the case of emergency. **The least senior bargaining unit member in the classification shall be transferred when possible.**

**ARTICLE XIII.
HOURS AND PAY RATES**

Time and one-half and double time (all employees):

- A. Time and one-half will be paid as follows:
 - 1. For all hours worked over forty (40) in one week (requiring prior administrative approval). Hours worked shall not include paid sick, personal, bereavement leave, vacation, or holiday that falls during that forty hour period. Unpaid time shall not count as time worked.
 - 2. For Sunday work.
 - 3. Overtime may be denied if there is an established pattern of abuse (three (3) or more times in one year) and must be approved by the Superintendent before it is worked except in emergencies.
- B. Whenever an employee works in two different classifications during a single work week, for which different regular straight time rates have been established, the regular rate for that week for the purpose of determining overtime will be the weighted average of those rates. That is, the earnings from all such rates are added together and this total is then divided by the total number of hours worked at all jobs.
- C. Double time will be paid for all hours worked on holidays in addition to the holiday pay.

Equalization of Overtime Hours

- A. Overtime hours shall be divided as equally as possible among employees in the same classification. An up-to-date list showing overtime hours will be posted weekly in a prominent place by each time clock. One-on-one paraprofessionals will not rotate overtime, but will work extra hours as needed on their regular assignment.
- B. Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours, provided the person can capably perform the job.
- C. For the purpose of this section, time not worked because the employee was unavailable, or did not choose to work, will be charged the number of overtime hours of the employees working during that period.
- D. Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement to work out a solution.
- E. Overtime hours will be computed from July 1 through June 30 of each year.
- F. The Employer shall provide notice of overtime opportunities as soon as possible. The building use calendar shall be posted in each building. Corrections to the building use calendar shall be posted as soon as they are known.

Call-in Pay

- A. If an employee is called in for a meeting by the Employer during non-working hours, the employee(s) shall be paid at his/her rate (drivers at activity run rate).
- B. An employee working on building checks shall be guaranteed two (2) hours minimum call-in pay.

Rates for New Classifications

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE XIV. LEAVES

Sick Leave

- A. Sick leave shall be granted annually to each regular employee as follows:
 - 1. Twelve (12) days for Custodians, Maintenance, Mechanics and Paraprofessionals.
 - 2. Ten (10) days for Bus Drivers
- B. Upon termination of employment, the Board shall pay the employee, or the employee's heir in the case of death, for each unused accumulated day at the rate of thirty dollars (\$30) for each day. Bus Drivers and Paraprofessionals, upon retirement and with ten (10) years of service, shall receive one half (1/2) pay for any unused sick days.
- C. Family Illness - Sick leave may be used for illness in the immediate family. Employees who are temporarily absent from work because of illness in their own household may use sick days.
- D. Family Medical Leave Act - Eligible employees shall be afforded family and medical leave in accordance with the provisions of the Family and Medical Leave Act of 1993, provided; however, that when contract language exceeds such provisions of the Act, the contract language shall be followed.
- E. Employees may request up to three (3) days of sick leave allowance per year to be used as personal days. Request for use of personal days must be made in writing at least twenty-four (24) hours prior to being absent. The request will be submitted to the Supervisor's office. The Supervisor's office shall return such request to the employee within twenty-four (24) hours if the request is submitted in person to the Supervisor. The only reason for denial would be if the efficient operation of the school is in jeopardy.
- F. Paraprofessionals: Playground paraprofessionals may use three (3) and instructional paraprofessionals may use four (4) of their allocated sick days as personal days. In order to qualify for the fourth personal day, a majority of the paraprofessional daily hours must be scheduled in this category. Request for use of personal days must be in writing at least twenty-four (24) hours prior to being absent, and submitted to the respective principal except in case of emergency. In case of an emergency, the principal's office will be contacted as soon as possible prior to the beginning of the school day. Personal days may not be used on the day prior to or following any scheduled recess or vacation period, or the first or last day of a semester. This provision can be waived with administrative approval.

Personal Leave Days

- A. Leave of absence may be granted without pay and without benefits to any employee for up to one (1) year for a legitimate reason. A leave of absence shall not be granted for the

purpose of engaging in other employment. Seniority will continue to accrue for up to thirty (30) days. After thirty (30) days, seniority will be frozen but not accrued.

- B. Unpaid days off for personal reasons must be approved in advance through the Superintendent.

Educational Leave

- A. An employee with seniority shall be granted an educational leave of absence without pay and without benefits for the purpose of pursuing a formal educational program. A leave shall be for a period of up to one (1) year. Seniority shall not accrue during an educational leave.
- B. At the conclusion of a leave, the employee shall notify the Employer of his/her desire to return to active employment. The employee shall be returned within fourteen (14) calendar days to the lowest senior position until the next route or zone selection meeting.

Bereavement Leave

- A. Five non-deduct days may be used for death in the immediate family to include grandparents, parents, spouse, brothers, sisters, children, grandchildren, mother-in-law or father-in-law (including step-parents, step-children and step-siblings).
- B. Two (2) additional days, taken from sick days, may be used for a death in the immediate family. An extension may be granted under extenuating circumstances. For paraprofessionals, five (5) non deduct days may be used for death in the immediate family including grandparents, parents, spouse, brothers, sisters, children, grandchildren, mother-in-law, or father-in-law. Up to five (5) days of accumulated sick leave may be used for a death in the extended family.
- C. An employee shall be allowed one (1) day a year for the death of a friend or relative not covered elsewhere in this section and such day will be deducted from employee's sick leave. Additional days requested may be deducted from employee's personal leave.
- D. The President or his/her representative, shall be allowed up to one day time off with pay, not to be deducted from sick leave, in the event of a death of a member of the Union for the exclusive purpose of attending the funeral.

Jury Duty

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. The employee shall submit the payment for jury duty to the Employer. Employees are required to report to work following daily jury duty assignments except in cases where a combination of the jury duty assignment hours and work hours equate to a full eight (8) hour day.

Veterans

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

Educational Leave of Absence for Veterans

- A. Employees, who are reinstated in accordance with the Universal Military Training Act as amended, and other applicable laws and regulations, will be granted unpaid leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
- B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency. This applies only when active duty time interferes with normally scheduled work time.

**ARTICLE XV.
WORKER'S COMPENSATION**

- A. Each employee will be covered by the applicable Worker's Compensation laws.
- B. In the event the employee's absence is due to a work incurred injury or illness for which the employee is entitled to Worker's Compensation, the employee may utilize sick leave allowance to make up the difference between the Worker's Compensation payments and regular wages.
- C. Any injury must be reported in writing to the immediate supervisor within 12 hours of its occurrence.

**ARTICLE XVI.
HOLIDAYS**

- A. The paid holidays are designated as:

For Instructional Paraprofessionals

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day
Christmas Day	

For Non-Instructional Paraprofessionals	
Thanksgiving Day	New Year's Eve
Day after Thanksgiving	New Year's Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day

Employees will be paid their current rate based on their regularly scheduled work day for said Holidays. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

To be eligible to receive wages for a paid holiday, the employee must work the last regularly scheduled work day immediately preceding and following such holiday. When unpaid leave is authorized for an employee, the last regularly scheduled work day shall be the last work day prior to the leave. If an employee is absent due to illness during a period where such holiday occurs, the employee will be eligible for payment.

- B. Should a holiday fall during an employee's vacation, the employee will be paid for the holiday and that day will not be charged as vacation.
- C. If the holiday falls during a long-term leave, such as LTD or an unpaid leave of forty-five (45) or more consecutive days, then holiday pay will not be given.

**ARTICLE XVII.
VACATION ELIGIBILITY AND PERIOD**

Vacation Eligibility

Full year employees (48 weeks or more) will earn credit toward vacation with pay in accordance with the following schedule:

- A. After one (1) full year of employment, the employee shall earn ten (10) eight-hour days' vacation with pay for use the following year.
- B. After five (5) full years of employment, the employee shall earn fifteen (15) eight-hour days' vacation with pay to be used as above.
- C. After fifteen (15) full years of employment, the employee shall earn twenty (20) eight-hour days' vacation with pay to be used as above.
- D. Employment of forty-eight (48) weeks will constitute eligibility for vacation time. Vacation time will be based on a July 1 through June 30 school year, except for the first year of employment. In that case the employee will earn one day for each month worked to a maximum of ten (10), starting from his/her employment date and ending on June 30. A new employee working less than ten (10) months in his/her first year shall earn one day for a minimum of one month worked, but no vacation for time less than one month.

Vacation time will be computed by the hour, and may be used in half day increments (4 hours).

- E. Part-time employees will receive vacation time based on the above work week requirements, but will receive days in direct relationship to their work hours. (Example: a half-time employee earns same number of days, but would receive such in “half day” or equivalent hour increments.)
- F. Effective July 1, 2013 newly hired employees shall receive five (5) eight-hour days’ vacation with pay for use the following year, after three (3) full years of employment the employee shall receive ten (10) eight-hour days’ vacation with pay, fifteen (15) days after ten (10) full years of employment, and twenty (20) days of vacation after fifteen (15) full years of employment.

Vacation Period

- A. Requests for vacation dates shall be submitted to the Supervisor’s office no later than ten (10) days prior to requested dates. The Supervisor will respond to vacation requests as soon as possible.
- B. Vacations will be granted at such times during the year as requested by the employee. When vacation requests are at the same time, and it is not possible to honor all requests, seniority of the employee will determine the vacation dates, unless the less senior employee had already received approval for the time.
- C. A vacation may be waived by an employee and extra pay received for work during that period as approved by the superintendent.

Vacation time cannot be accumulated from year to year, except in extenuating circumstances and if granted by the Employer.

**ARTICLE XVIII.
INSURANCE BENEFITS**

Medical

For Paraprofessionals who work at least 6 hours/day (30 hours/week), the Board will provide **\$400.00/month**, through a Section 125 Plan, toward the cost of mutually agreed medical benefits single coverage. A Paraprofessional who completes his/her contractual obligation for the school year shall be entitled to a full twelve months allotment of **\$400.00/month**.

The parties shall meet not later than February 1, **2018** to begin negotiations for medical insurance to commence July 1, **2018**.

Dental

The Board agrees to provide without cost to **all** employees, MESSA Delta Dental Care Program for each member of the bargaining unit and his/her eligible dependents according to the following:

For those without dental insurance through another source, the plan will be as follows:

80%/80%/80% Class I, II, III, yearly max \$1,000

80% Class IV, \$1,300 lifetime max

For those with dental insurance through another source, the plan will be as follows:

50%/50%/50% Class I, II, III yearly max \$1,000

80% Class IV, \$1,300 lifetime max

Orthodontic coverage up to the age of 19.

Vision

The Board shall provide to all Custodial, Maintenance, Mechanics and Bus Drivers, and single subscriber only for Instructional and Playground Paraprofessionals MESSA VSP3; except that drivers must be assigned two runs/day or more to be eligible. The district will pay the extra cost for safety glasses for mechanics (the difference between the cost for regular glasses and safety glasses).

Long-Term Disability Insurance

The Board shall provide long-term disability insurance which will take effect after ninety (90) calendar days (straight wait) at a rate of sixty-six and two-thirds percent (66 2/3%) of annual salary with a maximum monthly payment of five thousand dollars (\$5,000) with offsets.

Life Insurance Coverage

The Board shall provide term group life insurance protection, without cost to each employee while employed. This insurance shall pay to the employee's beneficiary the sum of thirty thousand dollars (\$30,000) upon death.

Unemployment Insurance

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

**ARTICLE XIX.
SCHOOL CLOSINGS**

Paraprofessional

- A. When school is canceled due to inclement weather or other reasons beyond the control of the Administration, Paraprofessionals will be paid for the day in so far as the number of these days per year does not exceed the number allowed by law or State Department of Education rules so as to trigger a loss of state aid. Any days beyond the number prescribed by the above will be made up as per the teachers' Master Agreement.

**ARTICLE XX..
CONTRACTING AND SUBCONTRACTING OF WORK:
CONSOLIDATION OR ELIMINATION OF JOBS**

- A. The right of contracting and subcontracting is vested with the Employer. The Employer shall provide the Union with a copy of any Request for Proposal at the same time that such is sent to the bidders. Prior to accepting bids for contracting or subcontracting, the Employer shall advise the Union at a Special Conference as to the nature, scope of the work, and the impact upon the Union and to discuss available options.
- B. The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference.

**ARTICLE XXI.
MISCELLANEOUS**

Safety Committee

The parties recognize the potential necessity to discuss and resolve health and safety issues in a pro-active manner. The committee will include three (3) Union representatives, three (3) employer representatives, and one (1) School Board member. Either party may request a special Safety Committee meeting to discuss issues which are of immediate concern, no more than quarterly. If a health and safety concern is not resolved by utilization of the Safety Committee, it shall be a proper subject of this grievance procedure.

Computation of Benefits

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement. For retirement purposes only, a bus run is computed at ninety (90) minutes as long as this provision is in compliance with all applicable laws and regulations.

Successor Clause

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessees or transferees, whether such succession, assignment or transfer is effective voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer to the degree permitted by Law.

Mileage

Employees required to drive between schools will be reimbursed at the rate adopted annually by the Board of Education.

Paraprofessional Work Days

During the 2013-2014 school year, one work day shall be provided prior to the scheduled first student day for playground paraprofessionals at no less than their regularly scheduled hours and paid at their hourly rate, and instructional paraprofessionals will be scheduled to work an additional four work days for no less than their regularly scheduled hours and paid at their hourly rate. These days will be open house, November 1, November 27, 2013 and March 21, May 23 and June 12, 2014, unless otherwise mutually agreed in writing.

Paraprofessional Work Day

Paraprofessionals will only work on scheduled student days and the days indicated in the above article. Any additional hours may be requested by the building administrator.

**ARTICLE XXII.
CLASSIFICATIONS, WAGE INCREASES, AND LONGEVITY**

A. Classifications:

Bus Driver
Custodian
Maintenance
Mechanic
Assistant Mechanic
Paraprofessional: **Media Center, Title I, Special Ed (One-on-One), Office, & Counseling**
Aides: Playground & Lunchroom

B. Wage increases for the above classifications will be set forth on the pay schedule in Appendix A. **Employees will move up a step for each year of service, unless there is a negotiated step freeze.**

C. Annual longevity will be paid to any unit member who has worked in the district long enough to qualify as follows: Longevity will be paid on the last pay date of the fiscal year. If the employee should leave before the end of the scheduled school year, his/her longevity will be prorated. It is the responsibility of the employee to notify the payroll office when one of the longevity steps has been attained. There will be no penalty if the employee notifies payroll after attaining a respective longevity step. The employee will be made whole within two (2) payroll cycles. For employees hired after June 30, 2013, the years of District employment must be continuous to qualify for annual longevity including approved leaves of absence; layoff will not disqualify an employee who is otherwise eligible, but longevity will not be paid during the year of layoff.

Paraprofessionals and Aides

Each longevity amount listed below is subject to a \$50 increase contingent upon the passing of the non-homestead renewal ballot proposal.

Beginning of 10th year at Goodrich Schools - \$400/year
Beginning of 12th year at Goodrich Schools - \$550/year
Beginning of 15th year at Goodrich Schools - \$750/year
Beginning of 20th year at Goodrich Schools - \$950/year

**ARTICLE XXIII.
WORK ASSIGNMENTS (CMT)**

Custodians/Maintenance/Mechanics

- A. The Employer retains the final right of assignment. Employees shall be allowed, once each year, to express assignment/zone preference within their classification on the basis of seniority. The parties agree to reopen work assignment discussion two (2) months prior to the opening of a new school.**
- B. Temporary assignments for the purpose of filling vacancies in excess of thirty (30) work days of employees who are absent due to illness or vacations shall be first offered to bargaining unit employees with the most seniority and working down to the least senior on a rotating basis.**

Bus drivers

- A. The Board shall maintain whatever bus run system it deems necessary to provide efficient and cost effective operations. Should the Board elect to change the routing system (e.g. change to single runs from the double runs), the Board will notify the Union in writing thirty (30) day in advance of any proposed language to bargain the wage, benefits and language of said program.**
- B. Temporary assignments due to a driver being absent for less than sixty (60) work days are filled by the District using either a sub rate or a seniority rotation system.**
- C. If the driver on leave returns within 60 work days, then he/she will resume his/her previously held runs. If the leave is more than 60 work days, then he/she will return to the position of the lowest senior driver who has the same number of runs as was vacated by the driver on leave.**
- D. Regular Runs**
 - 1. The Board shall maintain whatever bus run system it deems necessary to provide efficient and cost effective operations. Should the Board elect to change the routing system (e.g., change to single runs from the double runs in 2012-2013), the Board will notify the Union in writing thirty (30) days in advance of any proposed change. Appropriate contract language shall be developed to govern any change. Any new wage rate(s) attributable to a conversion will be subject to negotiations at the request of the Union.**
 - 2. Runs shall be constructed at least seven (7) workdays prior to the school year. The Board shall hold a run selection meeting at least five (5) work days prior to the beginning of the school year. Drivers shall be informed of the specific date of the run selection meeting by July 1. It is the responsibility of every driver to inform the supervisor in writing of any change of name, address, telephone number, or any other information that would affect his/her job responsibilities. Those drivers who are unavailable to attend the**

run selection meeting shall be able to select runs by written proxy to another driver.

At the run selection meeting, all known runs shall be posted.

3. All regular runs shall be paid in one-tenth (1/10) hour increments, portal to portal. Special runs shall be paid in one quarter (1/4) hour increments, portal to portal. Runs shall be posted at the run selection meeting with projected driving times. Should a question arise regarding the time of a run, the transportation supervisor shall formally time the run and then make any necessary adjustment in pay.
 1. At the run selection meeting, all known and available runs will be posted along with a map of the run and the number of the bus.
 2. Drivers shall select all of the runs they wish to drive that fits into their driving schedule, up to a total of forty (40) hours, in the selection order that is consistent with their seniority. Extra trips combined with regular runs may not total over forty (40) hours in a week. At the superintendent's discretion, this forty (40) hour limitation may be waived. All drivers are required to attend the pick meeting. If a driver is unable to attend he/she may designate another driver to pick in his/her place by putting choices in writing, with a written copy to and approval of the supervisor, or by calling during the meeting. If the above is not done, the driver will be passed and will have to accept runs that are left at the end of the meeting. Practice runs shall be done prior to the start of the school year to identify run time, stops and timing.
 3. If a driver or supervisor believes that a driving time needs to be changed, a corrective retiming will occur from parking space to parking space. If possible, such retiming shall take place within five (5) working days of the request with notice to the driver.
 4. Should any new runs become available during the school year, they shall be posted in accordance with this agreement and awarded to the most senior applicant.
 5. If a run is eliminated, the driver holding that run may elect to bump into a run during the same driving period held by a less senior driver.
 6. The District shall post, on the Transportation Building bulletin board, the following:
 - a) Seniority List;
 - b) Continuing Activity Trip Rotation List;
 - c) Regular run times assigned by bus and any changes to the runs.

The lists shall be updated with all changes as they occur.

7. When daily runs are posted during the posting period, drivers will be offered runs from among all those available on a seniority basis, according to rotation. When several of the same runs are available, the most senior driver shall be assigned the highest paid route.
8. Drivers must have their physicals completed and the card given to the supervisor prior to picking runs. If feasible, the District may provide an on-site date for physicals prior to picking runs. If a driver, who had not passed his/her physical by the initial pick meeting, passes the physical before December 31, then the driver may select runs by seniority order, providing the driver has presented a doctor's note with expected date of return. If the driver passes his/her physical January 1 or later, then he/she will assume the runs of the lowest senior driver who has the same number of or to which the returning driver was originally entitled. Any driver who has not passed his/her physical by the end of long term disability shall be placed on layoff status per Article IX.
9. Fueling is scheduled immediately following the morning runs, as needed.

E. Preparation of Buses/Down Time

Drivers are responsible for performing the safety checklist and adhering to all Driver Rules and Responsibilities. They are responsible for sweeping the interior of the buses to which they are assigned. Additionally, drivers who are assigned an activity trip shall have twenty (20) minutes added to the accumulated time of the trip for the pre-trip, and sweeping.

**ARTICLE XXIV.
HOURS AND PAY RATES (CMT)**

Working Hours for custodians/maintenance/mechanics

- A. Custodians who work on the second or third shift shall receive, in addition to their regular pay for the pay period, forty one (41) cents per hour shift premium.
- B. Custodian/Maintenance Shift Hours:

First Shift Shift starting at 5:30 a.m. or later
 Second Shift Shift starting at 2:30 p.m. or later
 Third Shift Shift starting at 10:00 p.m. or later

Custodians working summer cleaning, day or night shift shall receive second shift wages. No shift shall be changed unless agreed upon by the Employer and the Association. Shift changes require at least one (1) week notice. If the majority of an employee's work hours fall within a shift, he/she shall be paid the shift premium for all hours worked.

- C. A normal full-time work day shall be as follows:
1. Custodian 8 hours per day
 2. Mechanic 8 hours per day
 3. Maintenance 8 hours per day and a 30 minute duty-free unpaid lunch
 4. Assistant Mechanic 8 hours per day

A normal work week shall consist of five (5) days per week, Monday through Friday. Custodian, Mechanic and Maintenance classifications shall be on fifty-two (52) week schedules.

- D. Custodians, Mechanics, Paraprofessionals and Maintenance employees shall be allowed thirty (30) minutes off for a duty free unpaid lunch, included in their eight (8) hour work day. In addition, Paraprofessionals working between 5 and 8 hours are also allowed a duty free unpaid 30 minute lunch.
- E. Custodians, Mechanics and Maintenance employees may take a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m., or the first half and second half of their regular shift, whichever may apply. For Paraprofessionals, one or two fifteen (15) minute breaks will be provided as applicable to the length of work time.

ARTICLE XXV. LEAVES (CMT)

- A. Custodians, Mechanics, and Maintenance employees may accumulate up to seventy (70) days. During 2013-2014, Maintenance employees can add one vacation day for every two sick days they convert upon written notice to the Superintendent no later than June 1, 2014.
- B. Bus Drivers shall have the option of being paid for unused sick days by June 30 of each year at the full day rate, or accumulating days from year to year for a period not to exceed three years.
- C. Bus Drivers shall have the option of being paid for unused sick days by June 30 of each year at the full day rate, or accumulating days from year to year for a period not to exceed three years.

**ARTICLE XXVI.
HOLIDAYS (CMT)**

For Custodians, Maintenance, Mechanics

Independence Day	Christmas Day
Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day

For Bus Drivers

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
Christmas Eve	

**ARTICLE XXVII.
INSURANCE (CMT)**

The Board shall provide to all custodial, maintenance and mechanic employees covered by the terms of this Agreement insurance protection as mutually agreed for a full twelve (12) month period:

- A. The district shall pay the following monthly amounts for single, self and spouse, and family (including self and child/ren) coverage effective the first month following ratification of this agreement: \$474.37 single; \$948.75 employee and spouse; \$1298.75 family including employee and one children, subject to applicable law. Any additional amounts will be paid by the employee through the pre-tax contributions to the premium payments under the means of pre-tax compensation reduction agreements. 100% of the non-medical benefit insurance to include existing vision, dental, and Long-Term Disability premium will be paid by the district.**
- B. If an employee and spouse are both employees of the district, either one, but not both, shall be eligible for medical insurance coverage to a maximum of one (1) full family coverage.**

For drivers with three (3) runs or more per day, the Board will provide \$100/month toward the cost of the above listed health program, single coverage A driver who completes his/her contractual obligation for the school year shall be entitled to a full twelve months allotment of \$100/month.

**ARTICLE XXVIII.
CLOTHING AND TOOL ALLOWANCES**

- A. The Goodrich Area School Board shall furnish to each maintenance employee \$200 for purchase of work clothing.**
- B. Receipts will be required in order to receive reimbursement. All original receipts must be turned in during the month of May and will be paid in June.**
- C. The Employer shall continue to provide any major tool necessary to perform required work and said tools shall remain the property of the school district. In the event a mechanic owned tool is damaged on the job, the Employer shall reimburse the replacement cost of the tool provided the employee acquires prior Employer approval and presents receipts to the Business Office.**

**ARTICLE XXIX.
TRANSPORTATION**

A. Definitions

Run: The actual daily path of travel bus garage to bus garage.

Shuttle: A shuttle is transporting students from one Goodrich School building to another Goodrich School building with no stops in between (except when part of a regular run).

Activity Runs: Field trips, athletics, band, etc.

B. Rate of Pay (See Appendix A)

C. Activity Runs

- 1. The Board of Education will reimburse the assigned drivers the cost of admission to activities and athletic contests whenever said admission costs are paid for by the drivers. Request for reimbursement shall be presented to the Director of Transportation.**
- 2. Activity runs will be paid a minimum of two (2) hours per trip. This will include trips canceled less than one (1) hour prior to departure time.**
- 3. Activity trips will first be offered to current bus drivers, provided that they can complete their regular runs before driving the activity trips. Regular drivers shall be paid full replacement pay for the first hour of all runs given up to drive an activity run. Hours beyond the number of hours given up will be paid at the activity rate.**

4. When a driver does an over and back activity run, he/she will be paid regular driving wages for ½ of the run, and activity wages for the remainder of the run.

D. Miscellaneous

1. Drivers will be paid on per hour basis with paychecks not to exceed two (2) week pay interims.
2. **Physical Examinations**
 - a. The Board of Education shall pay for physicals for regular drivers which will be given by a physician or clinic of Board choice. A driver may use his/her own physician, but he/she will only be reimbursed at a rate equal to, but not to exceed, the clinic or physician cost selected by the Board.
 - b. Drivers are required to have physicals yearly which must be on file in the transportation office by the day of the pick meeting. Any driver who does not pass the physical will be placed on unpaid leave until he/she passes the physical. Drivers may use accumulated sick leave if available.
 - c. Drivers will be required to take drug tests according to State Law and District policy. This will be at district expense, and during the work day when possible.
3. **CDL and Endorsements** - The Board will reimburse the total cost as the fee is incurred.
4. **Transfer of Assignments**
 - a. The district reserves the right to adjust assignments in the case of emergencies.
 - b. When regular runs are canceled more than twenty-four (24) hours in advance, drivers will be only paid for runs performed.
 - c. When regular runs are canceled with less than twenty-four (24) hours' notice, the Board guarantees no lost wages.
5. **Substitutes** - A daily subbing policy will be published by the District by the October 15 meeting.
6. Drivers will be paid activity run wages for time spent in required meetings, classes or other non-driving work. A three-day notice shall be given to

drivers for mandatory meetings except in cases of emergencies. A one-hour minimum will be paid.

7. The Board may establish stipends for non-driving work such as scheduling, routing, etc., that are not required of bargaining unit members.
8. When necessary, the Mechanic will start busses to be warmed.

ARTICLE XXX. SCHOOL CLOSINGS (CMT)

Custodian, Maintenance, Mechanic

- A. In the event that school is closed because of inclement weather or other causes beyond the control of the Administration, employees will report to work as scheduled.
- B. If employees are unable to report for work due to weather conditions, the following options are available to him/her:
 1. He/she can make up the lost hours over the next two (2) weeks at a rate of one (1) or (2) hours per day as assigned by the Supervisor.
 2. He/she can authorize a deduction of wages for the time lost.
 3. He/she can use personal days or sick days.
- C. If school is closed during the day, the administration will determine whether the employees working should be sent home, and whether those scheduled to report to work should come in.
- D. When employees are informed by the administration not to report to work, or are sent home early, there will not be a wage loss nor will the time have to be made up.

Transportation

- A. When school is canceled due to inclement weather or other reasons beyond the control of the Administration, drivers will be paid for the day in so far as the number of these days per year does not exceed the number allowed by law or State Department of Education rules so as to trigger a loss of state aid. Any days beyond the number prescribed by the above will be made up as per the teachers' Master Agreement.
- B. If employees report to work and are required to delay the start of their run, they shall be paid their hourly activity rate of pay for all time spent waiting.

**ARTICLE XXXI.
LONGEVITY (CMT)**

- A. Annual longevity will be paid to any unit member who has worked in the district long enough to qualify as follows: Longevity will be paid on the last pay date of the fiscal year. If the employee should leave before the end of the scheduled school year, his/her longevity will be prorated. It is the responsibility of the employee to notify the payroll office when one of the longevity steps has been attained. There will be no penalty if the employee notifies payroll after attaining a respective longevity step. The employee will be made whole within two (2) payroll cycles. For employees hired after June 30, 2013, the years of District employment must be continuous to qualify for annual longevity including approved leaves of absence; layoff will not disqualify an employee who is otherwise eligible, but longevity will not be paid during the year of layoff.**

Bus Drivers, Custodian, Maintenance, Mechanic, Assistant Mechanic

Beginning of 5th year at Goodrich Schools - \$200/year

Beginning of 10th year at Goodrich Schools - \$375/year

Beginning of 12th year at Goodrich Schools - \$525/year

Beginning of 15th year at Goodrich Schools - \$725/year

Beginning of 20th year at Goodrich Schools - \$925/year

**ARTICLE XXXII.
TERMINATION AND MODIFICATION**

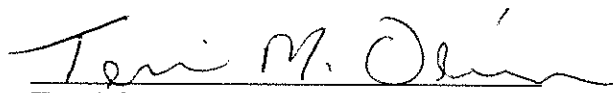
This Agreement shall continue in full force and effect from **July 1, 2016 until June 30, 2018 with a wage reopener for the 2017-2018 school year.**

- A. The parties agree to initiate bargaining no later than sixty (60) days prior to the above termination date.
- B. This Agreement shall continue in effect as provided by law until a successor Agreement has been completed, and may be extended only by written, mutual agreement.
- C. Agreement is subject to amendment only by written, mutual agreement of both parties. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. If any provisions of this Agreement are found to be contrary to Law, then that part will become null and void, but all other parts or the agreement will remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Members of the Goodrich Custodial/
Maintenance/Transportation/**Paraprofessional**
Association MEA/NEA Bargaining Team


Members of the Goodrich Area
Schools Administrative Bargaining
Team



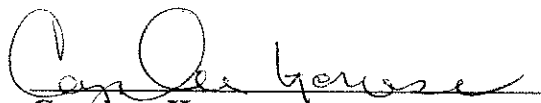
Terri Oliver



Michelle Imbrunone



Susan Burns



Capalene Howse

APPENDIX A

PAY RATES

Playground Paraprofessionals

	13-14 16-17
Step 0	9.30
Step 1	9.82
Step 2	10.30
Step 3	10.75
Step 4	11.28
Step 5	11.75
Step 6	12.26

Custodial, Maintenance & Mechanic

	13-14
Maintenance	16.68
Maintenance/Custodian	15.65
Custodian day rate	14.15
Custodian, night rate*	14.56
Mechanic**	19.58
Asst. Mechanic	15.65

*Second and third shift pay reflects a \$0.41 premium pay.

**Mechanics will receive an additional \$0.05/hour for each current certification on file in Central Office.

Instructional Paraprofessional

	16-17
Step 0	9.71
Step 1	10.20
Step 2	10.69
Step 3	11.23
Step 4	11.81
Step 5	12.39
Step 6	12.96
Step 7	13.65
Step 8	14.20

Instructional Paraprofessional High School Guidance Office

	16-17
Step 0	14.25
Step 1	14.93
Step 2	15.74
Step 3	16.59
Step 4	17.41

Bus Drivers

	13-14
Bus Driver Per hour	17.84
Shuttle	6.77
Activity run (per hour)	12.04